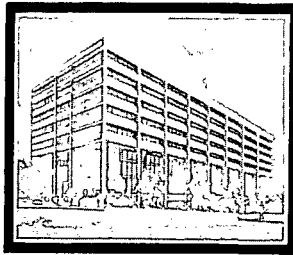


No. 9 178112

Date JUN 18 1979

Fee \$ 50.00

ICC Washington, D. C.



June 6, 1979

RECORDATION NO. 10513 Filed 1425

JUN 18 1979 -4 50 PM

INTERSTATE COMMERCE COMMISSION

FEE OPERATION BR.

T.C.C.

JUN 18 4 41 PM '79

RECEIVED

Secretary of the Interstate
Commerce Commission
Washington, D.C. 20423

Subject: Recordation of Documents

Dear Sir:

Pursuant to 40 C.F.R. Part 1116, we are submitting the original and two certified copies of a purchase money chattel mortgage and security agreement for recordation with the Interstate Commerce Commission.

The Mortgagor in the enclosed mortgage is E. T. York and Vermelle C. York; the Mortgagee is The Lewis State Bank, a Florida banking corporation.

A description of the equipment covered by the mortgage is as follows:

Manuf. Serial No.	New or Used	Year of Manufur.	Manufacturer	Descript. of Collateral
VTR13051	New	1979	Pullman-Standard Car Manufactur- ing Co., a Divi- sion of Pullman, Inc.	50 foot, 70 ton, steel XM box car with 5,344 cubic foot Capacity
VTR13053	"	"	"	"
VTR13054	"	"	"	"
VTR13065	"	"	"	"

We would appreciate your advising us whether or not your records contain any other filings concerning the above described box cars.

The original mortgage should be returned to Dennis Fitzgerald, Senior Vice President, The Lewis State Bank, P.O. Box 5017, Tallahassee, Florida 32301

Also, enclosed please find our filing fee of \$50.00.

Sincerely,

Dennis J. Fitzgerald
Senior Vice President

DJF/pc
Enclosures

The Lewis State Bank

Post Office Box 750 • Tallahassee, Florida 32302 • Telephone (Area Code 904) 224-2121

Interstate Commerce Commission
Washington, D.C. 20423

7/5/79

OFFICE OF THE SECRETARY

Dennis Fitzgerald
Senior Vice President
The Lewis State Bank
P.O.Box 5017
Tallahassee, Florida 32301

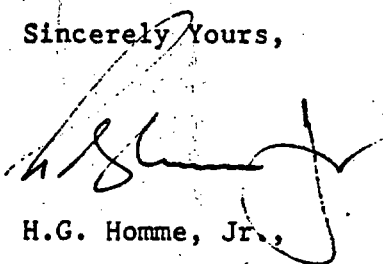
Dear

Sir:

The enclosed document(s) was recorded pursuant to the
provisions of Section 20(c) of the Interstate Commerce Act,
49 U.S.C. 20(c), on 6/18/79 at 4:50pm
and assigned recordation number(s)

10513

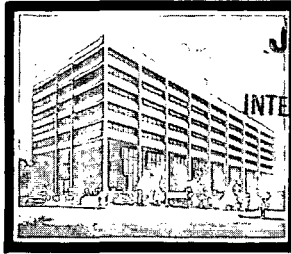
Sincerely Yours,


H.G. Homme, Jr.,
Secretary

Enclosure(s)

SE-30-T
(2/78)

RECORDATION NO. 10513 Filed 1423



JUN 27 1979 - 2 10 PM

INTERSTATE COMMERCE COMMISSION

July 16, 1979

INTERSTATE
COMMERCE COMMISSION
RECEIVED

JUL 23 1979

ADMINISTRATIVE SERVICES
MAIL UNIT

Secretary of the Interstate
Commerce Commission
Washington, D.C. 20423

RE: Purchase Money Chattel Mortgage and Security
Morgagor E. T. and Vermelle C. York

Dear Sir:

Thank you for your prompt response in recording and returning our purchase money chattel mortgage and security agreement of the documents we sent on June 6, 1979 regarding our customer's purchase of equipment described in the attached copy enclosed herein.

Inadvertently you kept our original mortgage and returned the two certified copies. We would appreciate your returning the original and keeping the certified copy enclosed. If this is not possible or if you require the original, please advise us of this fact. Florida State Banking rules require us to retain the original mortgage.

Please return this to us as soon as possible. Our address is the Lewis State Bank, P. O. Box 5017, Attention: Dennis J. Fitzgerald, Senior Vice President, Tallahassee, Florida 32301.

Sincerely,

John R. Madigan
Commercial Loan Review Officer

JRM/pb

Enclosure

The Lewis State Bank

Post Office Box 750 • Tallahassee, Florida 32302 • Telephone (Area Code 904) 224-2121

PURCHASE MONEY CHATTEL MORTGAGE JUN 18 1979 -4 50 p 1
AND SECURITY AGREEMENT
INTERSTATE COMMERCE COMMISSION

E. T. York, and Vermelle C. York, jointly and severally, hereinafter called Mortgagor/Borrower of 3513 Raymond Diehl Road, Tallahassee, Leon County, Florida, for value received and intending to be legally bound, hereby mortgage, and grant a security interest to The Lewis State Bank, Tallahassee, Florida, hereinafter called Mortgagee/Secured Party, in the following described property:

Manuf. Serial No.	New or Used	Year of Manufur.	Manufacturer	Descript. of Collateral
VTR13051	New	1979	<i>by 925 my</i> Pullman-Standard Car Manufactur- ing Co., a Divi- sion of Pulman, Inc.	50 foot, 70 ton, steel XM boxcar with 5,344 cubic foot capacity
VTR13058	"	"	"	"
VTR13064	"	"	"	"
VTR13065	"	"	"	"

together with all increases, parts, fittings, accessories, equipment, and special tools now or hereafter affixed to any or any part thereof or used in connection with any thereof, and all replacements of all or any part thereof (all of which is hereafter called "Collateral"), to secure the payment of a promissory note executed by Mortgagor/Borrower in the amount of One hundred thirty-three thousand Dollars (\$133,000.00) of even date herewith and a copy of which is attached hereto as Exhibit "A", and any and all extensions or renewals thereof, and any and all other liabilities or obligations (primary, secondary, direct, contingent, sole, joint, or several due or to become due on which may be hereafter contracted or acquired, of each Mortgagor/Borrower (including each Mortgagor/Borrower and any other person) to Mortgagee/Secured Party, all the foregoing being hereinafter called the "liabilities", and also to secure the performance by Mortgagor/Borrower of the agreements hereinafter set forth.

Mortgagor/Borrower hereby warrants and covenants with the Mortgagee/Secured Party that: (a) Mortgagor/Borrower has, or forthwith will acquire, title to the collateral clear of all liens and security interests except the mortgage and security interest granted hereby; (b) Mortgagor/Borrower has the right to make this agreement; and (c) the collateral is used or acquired for use primarily for business purposes; and is being acquired with the proceeds of the loan provided for in or secured by this mortgage and agreement, and said proceeds will be used for no other purpose, and Mortgagor/Borrower hereby authorizes Mortgagee/Secured Party to disburse such proceeds or any part thereof directly to the seller of the collateral or to the insurance agent or broker, or both, as shown on Mortgagee/Secured Party's records.

Provided always, that if the Mortgagor/Borrower, its successors or assigns, shall pay the above described note and the interest thereon in accordance with the terms thereof and shall keep and perform all and singular the terms, covenants, and agreements in this mortgage and agreement then this mortgage and agreement shall be null and void.

And the Mortgagor/Borrower hereby covenants and agree to and with the Mortgagee/Secured Party that:

1. Mortgagor/Borrower shall pay all and singular the principal and interest, and various and sundry sums of money payable by virtue of the above described promissory note and this Mortgage/Security Agreement, promptly on the sums become due.

- 2.(a) The collateral is for business use and is of a type normally used in more than one state. The chief place of business of Mortgagor/Borrower is 3513 Raymond Diehl Road, Tallahassee, Florida 32308, and Mortgagor/Borrower will immediately notify Mortgagee/Secured Party in writing of any change in Mortgagor/Borrower's chief place of business or in the management of the collateral. (b) If certificates of title are issued or outstanding with respect to any of the collateral, Mortgagor/Borrower will cause the interest of mortgage to be properly noted thereon and deliver such certificates of title to Mortgagee/Secured Party.

3. Mortgagor/Borrower will defend the collateral against the claims and demands of all persons at any time claiming the same or any interest therein.

4. No financing statement, mortgage, equipment trust, or other security instrument covering any collateral or any proceeds thereof is on file in any public office or with the Interstate Commerce Commission; Mortgagor/Borrower authorizes Mortgagee/Secured Party to file, in jurisdictions where this authorization will be given effect, a financing statement signed only by the Mortgagee/Secured Party describing the collateral in the same manner as it is described herein; and from time to time at the request of Mortgagee/Secured Party, execute one or more financing statements and such other documents (and pay the cost of filing or recording the same in all public offices deemed necessary or desirable by the Mortgagee/Secured Party) and do such other acts and things, all as the Mortgagee/Secured Party may request to establish and maintain a valid security interest in the collateral (free of all other liens and claims whatsoever) to secure the payment of the liabilities, including, without limitation, deposit with Mortgagee/Secured Party of any certificates of title issuable with respect to any of the collateral and notation thereon of the security interest hereunder.

5. Mortgagor/Borrower will not (a) permit any liens or security interests (other than Mortgagee/Secured Party's mortgage and security interest) to attach to any of the collateral; (b) permit any of the collateral to be levied upon under any legal process; (c) sell, transfer, lease, or otherwise dispose of any of the collateral or any interest therein, or offer so to do, without the prior written consent of Mortgagee/Secured Party; (d) permit anything to be done that may impair the value of any of the collateral or the security intended to be afforded by this mortgage and agreement; or (e) permit the collateral to be or become a fixture (and it is expressly covenanted, warranted

and agreed, that the collateral, and every part thereof, whether affixed to any realty or not, shall be and remain personal property), or to become an accession to other goods or property.

6. Mortgagor/Borrower will (a) at all times keep the collateral insured against loss, damage, theft, and such other risks as Mortgagee/Secured Party may require in such form, and for such periods, as shall be satisfactory to Mortgagee/Secured Party, and each such policy shall provide that loss thereunder and proceeds payable thereunder shall be payable to Mortgagee/Secured Party as its interest may appear (and Mortgagee/Secured Party may apply any proceeds of such insurance which may be received by Mortgagee/Secured Party toward payment of the liabilities, whether due or not due, in such order of application as Mortgagee/Secured Party may determine) and each such policy shall provide for 10 days' written minimum cancellation notice to Mortgagee/Secured Party; and each such policy shall, if Mortgagee/Secured Party so requests, be deposited with Mortgagee/Secured Party; and Mortgagee/Secured may act as attorney for Mortgagor/Borrower in obtaining, adjusting, settling, and cancelling such insurance and indorsing any drafts; (b) at all times keep the collateral free from any adverse lien, security interest, or encumbrance and in good order and repair and will not waste or destroy the collateral or any part thereof.

7.(a) Mortgagor/Borrower will not use the collateral or permit the same to be used in violation of any statute or ordinance; and Mortgagee/Secured Party may examine and inspect the collateral at any time, wherever located. (b) Mortgagor/Borrower will pay promptly when due all taxes and assessments upon the collateral or for its use or operation or upon this agreement or upon any note or notes or other writing evidencing the liabilities, or any of them.

8. At its option, Mortgagee/Secured Party may discharge taxes, liens or security interests or other encumbrances at any time levied or placed on the collateral, may pay for insurance

on the collateral, and may pay for the maintenance and preservation of the collateral. Mortgagor/Borrower agrees to reimburse Mortgagee/Secured Party on demand for any payment made, or any expense incurred, by Mortgagee/Secured Party, pursuant to the foregoing authorization. Until default, Mortgagor/Borrower may have possession of collateral and use it in any lawful manner not inconsistent with this agreement and not inconsistent with any policy of insurance thereon.

9. Mortgagor/Borrower shall be in default under this agreement upon the happening of any of the following events or conditions: (a) failure or omission to pay when due any liability (or any installment thereof or interest thereon), or default in the payment or performance of any obligation, covenant, agreement, or liability contained or referred to herein; (b) any warranty, representation, or statement made or furnished to Mortgagee/Secured Party by or on behalf of any Mortgagor/Borrower proves to have been false in any material respect when made or furnished; (c) loss, theft, substantial damage, destruction, sale, or encumbrance to or of any of the collateral, or the making of any levy, seizure, or attachment thereof or thereon; (d) any Obligor (which term, as used herein, shall mean each Mortgagor/Borrower and each other party primarily or secondarily or contingently liable on any of the liabilities) becomes insolvent or unable to pay debts as they mature or makes an assignment for the benefit of creditors, or any proceeding is instituted by or against any Obligor alleging that such Obligor is insolvent or unable to pay debts as they mature; (e) entry of any judgment against any Obligor; (f) death of any Obligor who is a natural person, or of any partner of any Obligor which is a partnership; (g) dissolution, merger or consolidation, or transfer of a substantial part of the property of any Obligor which is a corporation or a partnership; (h) appointment of a receiver for the collateral or any thereof or for any property in which any Mortgagor/Borrower has any interest.

10. Upon the occurrence of any such default or at any time thereafter, or whenever the Mortgagee/Secured Party feels insecure for any reason whatsoever, Mortgagee/Secured Party may, at its option, declare all liabilities secured hereby, or any of them (notwithstanding any provisions thereof), immediately due and payable without demand or notice of any kind and the same thereupon shall immediately become and be due and payable without demand or notice (but with such adjustments, if any, with respect to interest or other charges as may be provided for in the promissory note or other writing evidencing such liability), and Mortgagee/Secured Party shall have and may exercise from time to time any and all rights and remedies of a Mortgagee/Secured Party under the Uniform Commercial Code and any and all rights and remedies available to it under any other applicable law including the right to foreclose under any applicable law; and upon request or demand of Mortgagee/Secured Party, Mortgagor/Borrower shall, at its expense, assemble the collateral and make it available to the Mortgagee/Secured Party at a convenient place acceptable to Mortgagee/Secured Party; and Mortgagor/Borrower shall promptly pay all costs of Mortgagee/Secured Party of collection of any and all the liabilities, and enforcement of rights hereunder, including reasonable attorneys' fees and legal expenses and expenses of any repairs to any of the collateral and expenses of any repairs to any realty or other property to which any of the collateral may be affixed. Any notice of sale, disposition or other intended action by Mortgagee/Secured Party, sent to Mortgagor/Borrower at the address of Mortgagor/Borrower specified above or at any other address shown on the records of the Mortgagee/Secured Party, at least five days prior to such action, shall constitute reasonable notice to Mortgagor/Borrower. Expenses of retaking, holding, preparing for sale, selling, or the like, shall include Mortgagee/Secured Party's reasonable attorneys' fees and legal expenses. Any excess or surplus of proceeds of any disposition of any of the collateral may be applied by

Mortgagee/Secured Party toward payment of such of the liabilities, and in such order of application, as Mortgagee/Secured Party may from time to time elect.

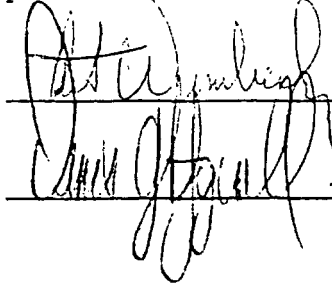
11. No waiver by Mortgagee/Secured Party of any default shall operate as a waiver of any other default or of the same default on a future occasion. No delay or omission on the part of the Mortgagee/Secured Party in exercising any right or remedy shall operate as a waiver thereof, and no single or partial exercise by Mortgagee/Secured Party of any right or remedy shall preclude any other or further exercise thereof or the exercise of any other right or remedy. Time is of the essence of this mortgage and agreement. The provisions of this mortgage and agreement are cumulative and in addition to the provisions of any note secured by this mortgage and agreement, and Mortgagee/Secured Party shall have all the benefits, rights and remedies of and under any note secured hereby. If more than one party shall execute this mortgage and agreement, the term "Borrower" shall mean all parties signing this mortgage and agreement and each of them, and all such parties shall be jointly and severally obligated and liable hereunder. The singular pronoun, when used herein, shall include the plural and the neuter shall include masculine and feminine. If this mortgage and agreement is not dated when executed by the Mortgagor/Borrower, the Mortgagee/Secured Party is authorized, without notice to the Mortgagor/Borrower, to date this mortgage and agreement. This mortgage and agreement shall become effective as of the date of this mortgage and agreement. All rights of Mortgagee/Secured Party hereunder shall inure to the benefit of its successor and assigns; and all liabilities of Mortgagor/Borrower shall bind the heirs, executors, administrators, successors and assigns of each Mortgagor/Borrower.

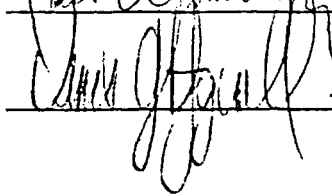
12. This mortgage and agreement is secured by railroad rolling stock which may from time to time be moved from state to state and it is therefore agreed that it shall be construed in accordance with the laws of Florida, where this mortgage

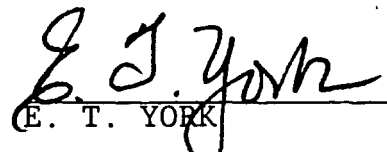
and agreement was executed and delivered. Wherever possible, each provision of this mortgage and agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this mortgage and agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this agreement.

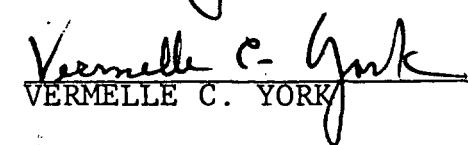
IN WITNESS WHEREOF, the Mortgagor/Borrower has executed these presents under seal on the 6th day of June, 1979.

Signed, sealed, and delivered in the presence of:








E. T. YORK


VERMELLE C. YORK

STATE OF FLORIDA:
COUNTY OF LEON:

The foregoing instrument was acknowledged before me this 6th day of June, 1979, by E. T. YORK and VERMELLE C. YORK.

Notary Public, State of Florida at Large
My Commission Expires Sept. 28, 1980
Bonded By American Fire & Casualty Company

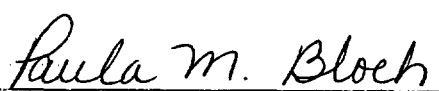


NOTARY PUBLIC
My Commission Expires:

STATE OF FLORIDA
COUNTY OF LEON

I, the undersigned authority, hereby certify that the foregoing is a true and correct copy of the instrument presented to me by E. T. York and Vermelle C. York as the original of such instrument.

WITNESS my hand and official seal, this 12th day of June, A.D. 1979.



Notary Public
Notary Public, State of Florida at Large
My Commission Expires June 26, 1981
Bonded By American Fire & Casualty Company
My commission expires _____

PROMISSORY NOTE

The Lewis State Bank

TALLAHASSEE, FLORIDA

\$ 133,000.00

EXHIBIT "A"

Tallahassee, Florida,

June 6, 19 79

For value received the undersigned (jointly and severally if more than one and including each maker, endorser, surety or guarantor) promise to pay to the order of The Lewis State Bank at its office in Tallahassee, Florida,

the sum of ONE HUNDRED THIRTY THREE THOUSAND AND NO/100----- DOLLARS

with interest from date at the rate of 12% per cent per annum on the unpaid balance, and said principal and interest shall be payable as follows:

On Demand or 59 monthly payments of \$1,908.18 applied first to interest and then to principal with a BALLOON PAYMENT of \$87,688.42 on the 60th monthly payment or on June 6, 1984 - first monthly payment to begin July 6, 1979.

This note is secured by four (4) new Pullman-Standard Car Manufacturing Company, a Division of Pullman, Inc. 50 foot, 70 ton steel XM box cars with 5,344 cubic foot capacity, manufacturer Serial Numbers VTR13051,VTR13058,VTR13064,VTR13065 as evidenced by Purchase Money Chattel Mortgage and Security Agreement of even date herewith.

The holder may at its option declare this note due and payable in the event of default in the making of any payment as herein provided for a period of five (5) days or whenever the holder has the right to do so under any security agreement or any other agreement now or hereafter in effect or whenever the holder deems itself insecure or upon the insolvency, bankruptcy, dissolution, death or incompetency of any of the undersigned. Any failure to exercise the said option shall not constitute a waiver of the right to exercise the same at any other time. After maturity this note shall bear interest at the highest legal rate. The undersigned agree to pay all costs of collecting this note, including a reasonable attorney's fee.

The undersigned give the holder a security interest in any funds from time to time on deposit with the holder and the holder may at any time set off any such amount against the indebtedness evidenced by this note, whether this note is due or not. The undersigned give the holder a security interest in all security covered by any Security Agreement, Mortgage or Instrument of Hypothecation by any of the undersigned to holder for this indebtedness and all other indebtedness with said bank.

The undersigned also agree to any extensions or renewals of this note without further notice, binding the undersigned for payment thereof, as if no extensions or forbearance of payments had been made or granted.

If this note is secured, the undersigned agree that any collateral or security for the payment of this note may be exchanged, released, surrendered, sold (by foreclosure or otherwise), applied or otherwise dealt with at the election of the holder without impairing the obligation of any of the undersigned. The holder or any officer, agent or attorney thereof, may enter upon the premises and take possession of any such security.

The undersigned may prepay this loan in full and obtain a refund of the unearned portion of the finance charge (interest) computed under the pro-rata method, but the finance charge (interest) retained by the holder shall not be less than \$3.00.

1. PROCEEDS 132,495.50

2. OTHER CHARGES (Not part of Finance Charge)

- a. Credit Life Insurance \$
- ~~XXXXXXXXXXXX~~ Document preparation and attorney fee \$ 200.00
- b. Documentary Stamps \$ 199.50
- c. Other UCC & ICC Public Service Commission filings & county filings \$ 105.00

504.50

TOTAL OTHER CHARGES \$

3. AMOUNT FINANCED (1+2, but excluding (a) if item required) 133,000.00

4. FINANCE CHARGE (COMPUTED ON A 6 MONTH MATURITY, IF DEMAND OBLIGATION CONSTITUTING AN ANNUAL PERCENTAGE RATE OF 12% %).

Consisting of:

- Interest \$ 67,271.04
- Item (a) if required \$
- Credit Investigation Cost \$

5. TOTAL OF PAYMENTS OR AMOUNT TO BE REPAYED 200,271.04

CREDIT LIFE AND CREDIT LIFE & DISABILITY INSURANCE, (If not included in Annual Percentage Rate), ARE VOLUNTARY AND NOT REQUIRED FOR CREDIT. Such insurance coverage is available at the cost designated below for the term of the credit:

- a. \$ N/A for Credit Life Insurance
- b. \$ N/A for Credit Life & Disability Insurance

THIS LOAN IS MADE PURSUANT TO INTEREST PARITY ACT 1987.12 FLORIDA STATUTES AND UNDER INTEREST RATE PROVISIONS OF CHAPTER 657, FLORIDA STATUTES.

Check applicable box:

- ☐ Credit Life Insurance is desired on the life of
- ☐ Credit Life & Disability Insurance is desired on

(DATE)

(INSURED)

Age D.O.B.

(DATE)

(INSURED)

Age D.O.B.

In the event any instalment of principal is not paid when it becomes due, the entire amount of this note, less the amount of any rebates required by law, shall become due and payable at the election of the holder.

Presentment, notice of dishonor and notice of non-payment are hereby waived by each maker, endorser and other party to this note, and each of them do hereby waive the right to be sued after default in the county of their residence.

The undersigned acknowledge receipt of a completed copy of this note on the above date.

Proceeds

EDIC Code 27 YB-4

Officer

Florida Documentary Stamps required by law in the amount of \$ are affixed to monthly journal and cancelled.

E. J. York (SEAL)

Vermelle C. York (SEAL)

Vermelle C. York (SEAL)

(SEAL)

(SEAL)